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CHAMPAIGN-URBANA

TENANT HANDBOOK

10th Edition

CONTENTS

LOOKING FOR HOUSING..... 2
KNOW YOUR LANDLORD/KNOW YOUR ROOMMATES..... 4
PARKING/NEW CONSTRUCTION..... 5
WHEN YOU HAVE NO LEASE..... 6
SIGNING A LEASE..... 7
UTILITIES AND SERVICES..... 11
DISCRIMINATION..... 14
ZONING: 4 Person Limit for Houses..... 15
URBANA LANDLORD-TENANT ORDINANCE..... 16
SECURITY AND SAFETY..... 20
MOVING IN/MOVING OUT..... 21
DAMAGE DEPOSITS..... 22
REPAIR PROBLEMS..... 25
BREAKING YOUR LEASE..... 27
SUBLEASING..... 28
TENANT UNION COMPLAINT PROCEDURES..... 30
NOISE AND DISTURBANCES..... 31
EVICTION..... 32
MOBILE HOMES..... 34
GETTING LEGAL HELP..... 35
IMPORTANT PHONE NUMBERS..... 36

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BOOKSTACKS

The Tenant Union does not provide legal services of any kind. All information provided in this publication is intended to help the average person prevent problems and deal with common concerns of renting. When legal help is needed, always consult with an attorney at law.

THE STUDENT ORGANIZATION RESOURCE FEE (SORF) AT THE UNIVERSITY OF ILLINOIS PROVIDED THE FUNDING FOR PRINTING THIS PUBLICATION.

Written by Esther Patt, Coordinator of Tenant Union Program, August 1994

THE TENANT UNION

The Tenant Union is a service and advocacy organization that exists to provide a resource for people who rent their housing and to stimulate fair relationships between landlords and tenants. Program and policy oversight are provided by the Tenant Union Advisory Board.

When would you contact the Tenant Union? Any time you have a problem with a landlord or a question about renting. Contact the Tenant Union for:

- Information about landlord's complaint histories before you decide to rent
- Help with reading and understanding your lease contract before you sign it
- Information about a problem you have or are concerned may arise, such as:

  Roommate conflicts;
  Eviction for non-payment of rent, noise or other reasons;
  Disputing the amount of money deducted from your damage deposit;
  Getting your landlord to perform needed repairs;
  Violation of your privacy by the landlord or landlord's agents;
  Discrimination against you in your attempt to rent a unit;
  Subletting, and other options for getting out of a lease.

- Advocacy on your behalf in a dispute with a landlord. Tenant Union staff will contact your landlord about a problem if you file a written complaint and request our intervention.
- Useful forms: Apartment Condition Report
  Sublease Agreement
  Model Lease
  Roommate Agreement
  Lease Release Form

You can obtain a lot of valuable information by simply calling one of the Tenant Union offices. Answers to many simple questions can be provided at the time that you call. If you need to speak with someone in person, counselors are available to review your lease, help you write a letter, and discuss your concerns.

Your confidentiality will be protected. We will never tell your landlord that you contacted the Tenant Union unless you ask us to contact the landlord on your behalf.

KNOWLEDGE IS POWER. CALL US !

UNIVERSITY OF ILLINOIS STUDENTS	IN THE COMMUNITY
WALK IN	*BY APPOINTMENT ONLY*
326 Illini Union 1401 W. Green St. Urbana, IL. 61801 (217) 333-0112	44 E. Main, Suite 208 P.O. Box 2009, Station A Champaign, IL. 61825 (217) 352-6220

Students at the University of Illinois should not obtain a S.O.R.F. refund.
S.O.R.F. and SGA provide the funding for the Tenant Union program at the U of I.

LOOKING FOR HOUSING

- Check listings in the classified section of local newspapers.
- Make a list of questions to ask that will help you decide whether you want to see an advertised unit.
- Call the phone number listed in the ad and ask your questions. Keep notes of the answers. Be sure one of your questions is "who is the landlord?"
- **CHECK THE LANDLORD'S COMPLAINT RECORD AT THE TENANT UNION.**
- Make appointments to view the places that interest you. Use the checklist on the next page and add any other questions about items you consider to be important.
- If you think you'll want to rent the place, ask for a copy of the lease. **DO NOT PAY ANY MONEY UNTIL THE TIME THAT YOU SIGN THE LEASE.**
- Bring a copy of the lease to the Tenant Union to be reviewed before you sign it.
- CAREFULLY EXAMINE THE APARTMENT BEFORE YOU SIGN THE LEASE -- BE SURE YOU KNOW WHAT YOU'RE GETTING, AND MAKE A LIST OF ANY REPAIRS OR DECORATING YOU WILL BE ASKING THE LANDLORD TO INCLUDE IN THE LEASE.
- Discuss with the landlord any lease changes needed and follow the instructions in this handbook for making changes on both copies of the lease. **DO NOT SIGN THE LEASE UNLESS YOU ARE PRESENTED WITH TWO, IDENTICAL COPIES** -- one for you and one for the landlord.
- If you and the landlord cannot agree on terms, keep looking for another place where you can get what you want.

RENTER'S INSURANCE

Your landlord does not have insurance to cover loss to your property. If you are a victim of fire, burglary, or some calamity that is not your landlord's fault, you will suffer the loss. That's why you need your own insurance. Renter's insurance is a lot like homeowner's insurance. It will cover your personal property, the cost of a hotel if fire forces you out of your home, and will provide liability coverage.

Look in the Yellow Pages under "Insurance" for listings of companies and agents. The Tenant Union can also provide you with a list of local insurance companies that sell renter's insurance. Some good questions to ask are: 1) how much is the premium; 2) how much is the deductible; and 3) what is excluded from coverage? The average premium cost is about $100 a year. The deductible is the amount you have to pay before the insurance company pays on your claim, so no deductible or a low deductible is usually best. You may have to buy extra insurance for some purposes. For example, if you will be renting a basement apartment, you'll need additional coverage for flooding.

Students are often eligible for coverage on a parent's policy. Coverage is seldom automatic, so be sure to ask if you think you are covered by your parents.

APARTMENT HUNTING CHECKLIST

BUILDING AND GROUNDS

- ☐ Hallways/entryways well lighted?
- ☐ Hallways/grounds clean?
- ☐ Laundry facilities well maintained?
- ☐ Is parking lot in good condition?
- ☐ Will a specific parking space be promised in your lease?
- ☐ Are trash disposal facilities adequate?
- ☐ Is snow removal provided?
- ☐ Is lawn care provided?

PAYMENTS

- ☐ How much is monthly rent?
- ☐ When is first rent payment due?
- ☐ On what day is monthly rent due?
- ☐ How much are late fees?
- ☐ When are late fees charged?
- ☐ How much is the deposit?
- ☐ Are other deposits charged for keys, pets, cleaning, etc.?
- ☐ For which utilities do you pay?
- ☐ How much do utilities cost? (ask current tenants)
- ☐ Charge for parking?
- ☐ Any other charges such as sewer tax, percent of common metered utilities, sublet fees, furniture rental?

LOCATION/NEIGHBORHOOD

- ☐ Near grocery shopping?
- ☐ Near public transportation?
- ☐ Proximity to school and/or work?
- ☐ Where will you do laundry?
- ☐ Is neighborhood comfortable?

OTHER

_____

_____

_____

_____

THE RENTAL UNIT

- ☐ Do doors have dead-bolt locks?
- ☐ Windows open, close and lock?
- ☐ Windows free of air leaks?
- ☐ Screens on windows?
- ☐ Storm windows provided?

- ☐ Is heat sufficient? (ask tenants)
- ☐ Does apartment have its own heat control?
- ☐ Does unit have individual meters for tenant-paid utilities?
- ☐ Sufficient amount of hot water?

- ☐ Any spots on ceiling from leakage?
- ☐ Any evidence of roaches?
- ☐ Does unit have adequate storage (closets, cabinets, counter space)?
- ☐ How many electrical outlets in each room?
- ☐ Exhaust fans in bath and kitchen?
- ☐ Does unit have a smoke detector?
- ☐ In basements, is ceiling height at least 7 feet? Does basement flood?
- ☐ Any repairs needed? Why?

FURNISHINGS, APPLIANCES AND DECORATING

- ☐ Are curtains, blinds or shades provided for windows?
- ☐ Does each room have enough light or will you need to buy lamps?
- ☐ Do you have a list of every piece of furniture to be provided?
- ☐ Do you have a list of every appliance to be provided -- refrigerator, stove air conditioner, microwave oven, dishwasher, washer/dryer?
- ☐ Does apartment need to be painted?
- ☐ Does carpet need to be cleaned?
- ☐ Any furniture need replacement?

KNOW YOUR LANDLORD

When you sign a lease, you are not just renting real estate. In almost all cases, you are expecting services. In addition to choosing a good apartment or house, you need to choose a good landlord. The best ways to find out about a landlord are:

- CHECK COMPLAINT RECORDS AT THE TENANT UNION
- ASK CURRENT TENANTS WHAT THEY THINK OF THE LANDLORD

Whether you are doing business with a management company, an individual owner or a real estate agent, you should find out the following BEFORE YOU SIGN A LEASE:

A FULL NAME (first and last name) of the owner.

A STREET ADDRESS -- ***not*** a post office box number, for owner and manager.

A TELEPHONE NUMBER for the owner and manager.

AN EMERGENCY PHONE NUMBER for nights and weekends.

Be sure you know how to get in touch with your landlord. If s/he lives out of state, you might face problems both in being unable to contact the landlord and in collecting on a judgment after you win in court. Consider whether this is a risk worth taking. In Champaign-Urbana, more than 600 different individuals and companies rent houses and apartments so you will have many choices of landlords. Make your selection carefully. Nothing will affect the success of your rental situation more than the landlord you choose.

KNOW YOUR ROOMMATES

YOU AND YOUR ROOMMATE(S) WILL BE LEGALLY RESPONSIBLE FOR EACH OTHERS' PAYMENT OF RENT. YOU CAN ALSO EXPECT TO BE HELD RESPONSIBLE FOR EACH OTHERS' PAYMENT OF PUBLIC UTILITY BILLS.

The actual circumstances of a conflict between you will not change this fact. Even if you are right and your roommate is wrong, you will still have to pay his or her share of the rent if your roommate does not pay. From the landlord's point of view, the house or apartment is rented to one household. It's up to you, the members of the household, to work out the details of dividing bills. **If one of you fails to pay the rent, the landlord can -- and usually will -- sue all of you.** If the person who did not pay leaves, the roommates who paid their rent are more likely to be the ones who are sued because they still live in the place.

This may not sound fair, but that's the way it is so you must choose roommates wisely. Do not just consider how well you get along -- although this is very important. You must also evaluate a roommate's financial responsibility. If illness forces him/her to leave school, will your roommate accept responsibility for his/her share of the rent until the lease is up? If you must leave town for a new job before the lease ends, will your roommate be reasonable in considering replacement tenants? Questions of this nature should be considered when choosing to share a lease with a friend.

PARKING

Newcomers to the Champaign-Urbana area may be surprised by the serious parking problem we have in this community, especially near campus. Many apartment buildings do not have sufficient parking space for all occupants. In some parts of town, overnight parking is prohibited on the street without a permit.

Whether or not you pay for parking, if you expect to have a specific place to park your car, be sure that your lease contains a written provision that identifies an exact space as yours. For example:

> ***Lessor leases parking space #___ to Lessee for the term of this lease at a cost of $ _____ per month.***

It is also a good idea to examine the parking facilities. Some underground parking has very steep ramps that might scrape the bottom of your car. Some underground lots have been known to flood. In some parking lots, tenants complain that spaces are too small and too close together. Once you sign your lease, you can't change your mind because of a parking problem, so check it out first.

BEWARE OF NEW BUILDINGS UNDER CONSTRUCTION

Every year, new apartment buildings are built and leased out before construction is completed. There are many risks involved in leasing a new building that you should consider seriously before you decide to make a legal commitment.

- If construction is not completed by the lease start date, where will you live?
- Once the place is certified for occupancy, how long will it take the landlord to install carpeting, deliver furniture, or complete "minor" carpentry work?
- Will parking and laundry facilities be available on the lease start date?
- Did you think a new building would be a good choice because you would avoid repair problems? Some of the most annoying repair problems are experienced by the very first tenants of a newly constructed building

Bring any lease agreement for new construction to the Tenant Union to be reviewed. It is not uncommon for a landlord to offer you a rider to the lease that appears to protect you if the building is not completed on time, but in fact, the rider protects the landlord and leaves you with no recourse. Tenant Union can also show you complaints about the many repair problems that previous tenants have discovered when first moving into a new building.

WHEN YOU HAVE NO LEASE

- **A tenant is required by law to give written notice to the landlord before moving out if no lease was ever signed.**
- **The notice must be given at least 30 days in advance of the last day of the rental period (if you pay rent once a month).**
- **The tenant will owe an extra month's rent if s/he does not give written notice and the landlord does not re-rent within 30 days.**
- **A landlord is also required to give a tenant a full rental period's notice in writing if the landlord wants the tenant to move.**

Whether you moved in and never signed a lease, or you once had a lease but after it ended you continued to rent on a month to month basis, Illinois state law requires you to give written notice before you move. If you pay rent once a week, you must give a week's notice. If you pay rent once a month, you must give a month's notice.

When you have no lease, your rental period starts on the day rent is due. If rent is due on the first of each month, you must give notice to the landlord NO LATER than the first of the month, telling him or her that this will be your last month. If rent is due on the 15th, you must give notice no later than the 15th of one month that you will be moving out by the 14th of the next month. You are still required to pay your last month's rent, even if you are moving.

MAKE SURE YOU CAN PROVE YOU GAVE NOTICE

Write a short letter saying when you will be moving out. Write the date on the letter. Photocopy the letter and keep a copy. Mail the letter by receipt-return mail at the post office before the date the notice is due. That will help you prove that you really gave notice.

If you cannot prove you gave proper notice to end your rental arrangement, the landlord can hold you responsible for an extra month's rent. The landlord cannot keep your deposit as a penalty. But the landlord can charge you for rent s/he lost as a result of having an empty place because you did not give proper notice.

LANDLORD'S RIGHTS WHEN RENTING WITH NO LEASE

When you have no lease, the landlord can ask you to leave without giving a reason. This is called termination of tenancy without cause. The landlord is only required to give you written notice, a full rental period in advance, asking you to move on the last day of the rental period. You still must pay the last month's rent.

When you have no lease, a landlord can raise the rent at any time. There is no limit on the amount of the rent increase. If you cannot afford the rent increase, all you can do is give *your* notice of intent to move at the end of the next rental period.

Remember that, without a lease, you cannot prove any agreement on which you might be relying. Did the landlord tell you that the water bill is included in your rent? How will you prove this agreement when the water company stops service to your house because the bill is unpaid? Did the landlord agree to take care of lawn care? Again, how will you prove that agreement if the city gives you a violation notice for not mowing the lawn?

THE BEST WAY TO PROVE AN AGREEMENT IS TO GET IT IN WRITING !

SIGNING A LEASE

Nine out of ten questions you have about your rights as a tenant will be answered by your lease, not by any state or local laws. This makes your lease contract very important. **It should state every agreement that you believe exists between you and your landlord.**

Equally important, your lease should not include anything that you will object to later. Don't assume a lease clause that seems unfair is "illegal." Also, **don't settle for oral assurances** that a particular lease clause will not be enforced. If the contract says that you will pay a $100 sublet fee, or a $5 a day late charge, you should assume that these charges will be imposed.

If nothing else, consider the possibility that the owner will sell the building, or that a new manager takes over. If this were to happen in the middle of your lease, the new landlord would be likely to enforce every word of the lease. All oral agreements would be lost. Even if the landlord does not change, you can neither prove nor count on an oral agreement that is not reflected in your lease.

NEGOTIATING LEASE CHANGES

You will never have more bargaining power as a tenant than you have when you **negotiate your lease**. If you and the landlord cannot agree to terms that satisfy you, you can always rent somewhere else.

Discussing the lease with the owner or manager will also give you an idea about how reasonable that person can be. **You have the advantage before the lease is signed.** Once you've put your signature on the dotted line, the landlord will have the advantage over you -- so take seriously the opportunities of lease negotiating.

There is **no grace period** after signing a lease for changing your mind. Once you sign the contract, every provision of that lease contract will be your responsibility.

Making changes to a lease is very easy. Make changes on both copies of the lease and be sure that the landlord initials the changes.

If you are adding a clause to the contract, find any available space and write in a complete sentence followed by landlord's and tenants' initials:

> ***Lessor shall repair all broken window locks and paint the kitchen by start date of the lease and will provide storm windows no later than November 1, 1995.*** DD EP

To take out a sentence, just strike it out, in ink, and place your initials after the last word taken out.

> ***Lessor may evict Lessee either with ~~or without~~ process of law.*** EP DD
>
> ~~***Lessee waives all rights to demand or notice required by law.***~~ EP DD

LEASE CHECKLIST

___ TWO COPIES OF THE LEASE so you can take one with you as soon as you sign
___ Full names of Lessor (landlord) and all Lessees (tenants)
___ Complete description of location of rental unit -- street address, **apartment number;** for a house, be sure to mention if garage, basement etc. included
___ Rent -- amount and when it is due
___ Beginning and ending dates of lease term (be sure the ending date is one that will coincide with a lease start date at a new place -- most leases start on either August 1 or August 15
___ Advance payments of rent (if rent is due on the first and the lease starts on the 15th, be sure lease is clear as to when the first payment is due; many landlords expect a full month's rent on Aug. 1 or Aug. 15, applying half of that payment to the partial month of August at the end of the lease)

___ **When will deposit be refunded ?**
___ Who pays for utilities and garbage hauling?
___ How much are late fees? Are any other fees charged (sewer tax, sublet fee)?
___ Parking space number, charge or no cost
___ Repairs, pest control, snow removal, or other services to be provided
___ Privacy rights of tenant
___ Furniture and appliances (each one named) to be provided
___ Promises made by the landlord -- painting, carpet shampoo, certain repairs, etc.

EVERY LEASE IS DIFFERENT. THE FOLLOWING PAGES WILL GIVE YOU SOME IDEAS ABOUT LEASE CLAUSES THAT YOU MAY WANT TO INCLUDE OR DELETE. **BRING YOUR LEASE TO THE TENANT UNION AND WE'D BE HAPPY TO LOOK IT OVER FOR YOU.**

SAMPLE LEASE CLAUSES

- ADDENDUM TO BE ADDED TO LEASE -- If you will be adding an extra page to the lease, you need to title the page (for example, call it Addendum A). Then you must add a clause to the lease that says the Addendum is part of the lease.

  Addendum A, attached, is incorporated by reference as part of this lease.

- REPAIRS
  Lessor agrees to maintain the premises in accordance with all applicable codes and further agrees to promptly perform all needed repairs to the premises, appliances and furnishings, at Lessor's sole expense, except damage resulting from Lessee's negligence.

- PEST CONTROL
  Lessor shall provide monthly pest control services and shall exterminate additionally as needed to remedy pest or rodent infestation.

- PROMISES
  Every promise that you are relying on should be included in the lease. For example:

  On or before August 15 , 1995, Lessor shall: shampoo the carpet, paint the entire apartment, replace the north bedroom door and provide blinds for all windows in the apartment.

- PRIVACY
  Unless you live in the City of Urbana, no law prohibits your landlord from entering your apartment or house whenever the landlord chooses. In fact, most leases state that the landlord has the right to "free access" to the premises at any reasonable hour. If you wish to restrict the landlord's access, you must add a privacy clause to your lease.

  Except in an emergency, Lessor or Lessor's agents shall not enter the leased premises for any purpose without first giving a minimum of _____ advance notice to Lessee.

- PARKING
  Lessor leases parking space #_____ to Lessee for the term of _____ at a rental rate of $_____ per month.

- FURNISHED APARTMENT OR HOUSE
  No law states what furniture is provided in a "furnished" rental unit. Your lease should list all furniture and appliances to be provided by the landlord.

  Lessor shall provide and maintain the following: sofa, living room chair, 2 living room lamps, 1 coffee table, dining table with 4 chairs, 3 desks, 3 desk chairs, 3 double beds, 3 dressers, oven/range, microwave oven, refrigerator, central air and blinds for all windows.

- UNFURNISHED BUT LANDLORD PROVIDES SOME APPLIANCES
  Leased premises are unfurnished except that Lessor shall provide and maintain an oven/range, refrigerator and 1 window air conditioner.

- DEPOSIT REFUND -- If you rent a house, or in a building with fewer than 5 apartments, and you do not live in Urbana, the law does not specify when the landlord must refund your deposit, nor does the law require the landlord to itemize deposit deductions. The following clause provides those protections.

  Lessor may not withhold any money from the deposit for property damage unless, within 30 days after Lessee vacates, Lessor provides Lessee with an itemized statement of charges, listing actual costs and attaching copies of paid receipts for each charge. Deposit refund will be sent to Lessee's last known address within 30 days after Lessee vacates the premises.

POTENTIAL LEASE PROBLEMS

The following are some lease clauses that have caused problems for tenants in the past. You will be held to every word of your lease, so if any provision is not acceptable to you, you should ask to have it removed. Some clauses can be changed by adding additional words or deleting certain words. Don't forget to have the landlord who signs the lease place his or her initials next to every change made.

- LATE CHARGES

Does the lease provide for a grace period before late charges are imposed? How much are late charges. A fee of $15 if not paid by the 5th is much more reasonable than $5 a day. Imagine your check is lost in the mail for 20 days. Compute how high the late charge will be for this one mistake. If it seems too high, ask to have it changed. In Urbana, city ordinance prohibits late charges greater than 5% of monthly rent.

- ATTORNEY'S FEES

Does the lease provide only for the landlord to collect attorney's fees or are both parties entitled to collect fees incurred to enforce the lease? You will be at a disadvantage if your landlord can add hundreds of dollars in attorney's fees to any claim s/he has against you, but need not fear that you could ever do that to him/her.

Lessee shall pay all reasonable attorney's fees and expenses incurred by Lessor to enforce the provisions of this lease. Lessor shall pay all reasonable attorney's fees and expenses incurred by Lessee to enforce the provisions of this lease.

- CLEANING CHARGES

In the event that the premises are not left clean at the end of the lease period, Lessee agrees to pay the following charges: oven/range $50.00; refrigerator $35.00; clean cabinets $15.00; wash floors $10.00 per room; vacuum $15.00 per room; bathtub $30.00; toilet $15.00; sinks $5.00 each.; carpet cleaning $30.00 per room; painting $150-$250.00.

A landlord should only charge you his or her actual costs for cleaning, painting or other damage beyond normal wear. The above list does not reflect actual costs. If you agree to such a clause in your lease, you may be charged as much as 10 times the landlord's actual costs for cleaning.

- SUBLET FEES

In the event of a sublease, Lessor shall charge a $100.00 sublet fee.

Each lessee who sublets this lease shall pay $25.00.

What are you paying for? You already have to pay for the ads in the newspaper; you will have to answer all of the calls and show the place until you find a subtenant. Then, after you've done all of the work and incurred all of the expense, the landlord will charge you just for the privilege of subletting. Note that the second example imposes a charge on each person. That means that if 4 tenants sublet their 4 bedroom apartment at one time to 4 other people, the sublet fee is 4 times $25 or $100.

- DAMAGE DUE TO FIRE

If the place becomes uninhabitable as a result of fire or some calamity, have you agreed to be held to the contract while you wait for the landlord to do repairs? How long must you wait before you can safely rent another place?

If the premises are rendered untenantable by fire or some other calamity, Lessor may, at Lessor's option, terminate this lease, or repair the premises within 90 days.

Even if your insurance is paying for a hotel room, do you want to live in a hotel and eat in restaurants for 90 days? Consider changing the amount of time to whatever you will consider reasonable if fire forces you from your home. NOTE: if your lease does not have a fire clause, you don't need to add one.

- EVICTIONS AND NOTICE

The following are examples of lease clauses waiving your rights under state law to notice and due process prior to eviction. It is reasonable to ask that these be removed from the lease before you sign it. Why should you give up your legal rights?

Lessee hereby waives any and all rights to notice or demand under any statute of the State relative to forcible entry and detainer or landlord and tenant.

In the event of a default hereunder, Lessor may re-enter and re-possess the premises either with or without force and with or without process of law.

- CONFESSION OF JUDGMENT

This is the classic, bad landlord clause. If you sign a lease containing confession of judgment, you agree that the landlord can sue you in court without ever serving you notice of the court date. You agree that the landlord's attorney represents you in court, says you are wrong, and asks for a judgment against you. You automatically lose and if the suit is for eviction, the Sheriff will remove you from the premises. Why would any good landlord ask you to agree to something so unfair?

Lessee hereby irrevocably constitutes any attorney of any court of record of the State, attorney for him in his name, on default of any of the covenants or agreements herein, to enter his appearance in any court of record, waive process and service thereof, and confess judgment against Lessee in favor of Lessor.

- FORFEITURE OF DEPOSIT

Your landlord is only entitled to make deductions of actual costs from your deposit. Beware of catch-all clauses that allow your landlord to keep your entire deposit:

In the event that Lessee defaults in the performance of any provision of this lease, the security deposit will be forfeited.

- AUTOMATIC RENEWAL

This lease shall be automatically renewed for an additional 1-year term unless Lessee provides Lessor with notice not less than 120 days before the lease ends.

The problem with this lease clause is that you might forget to give notice -- or you may not be able to prove you gave notice -- and you'll have a lease for an extra year.

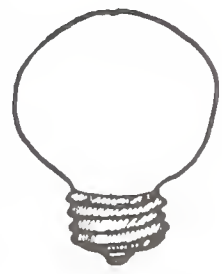
- CITY INSPECTORS

Tenant shall not permit any code enforcement officer to enter the premises for any purpose without in all instances the prior written permission to do so of landlord.

Even if this provision were in your lease, you would still have every right to call a code enforcement official without first asking your landlord's permission. Usually, tenants only call code enforcement officials when the landlord refuses to do needed work of a structural nature, or if the landlord is doing something dangerous such as having electrical wiring worked on by someone who is not a licensed electrician. If your landlord will not agree to take this clause out of the lease, you should ask yourself what the landlord is concerned about concealing from code officials.

UTILITIES AND SERVICES

Carefully read your lease to see what it says about utilities. Unless the lease states that your landlord ***pays*** for a certain utility bill, you should assume that you will have to pay for each utility -- electricity, gas and water as well as telephone and cable television. Payment for sewer tax, garbage hauling or other services would only be required of the tenant if provided for in the lease.



THE STATEMENT THAT THE LANDLORD "SUPPLIES" HEAT DOES NOT MEAN THE LANDLORD PAYS FOR HEAT. Use the word "pay" if that's what you mean. You are responsible for calling the public utility companies to arrange for any individually metered utility service. (See the back cover of this handbook for utility company telephone numbers).

CERTAIN TENANT PAID UTILITY PAYMENTS PROHIBITED

Illinois state statute, Chapter 765 ILCS, Act 735/1.2 states that a landlord cannot lease a rental unit that has a meter for service to any area outside of that rental unit (other apartments or common areas) unless, before entering into the rental agreement or accepting a deposit, the landlord:

1. Provides the tenant with a written statement of exactly what is on the tenant's meter and the nature of utility uses, including any not reflected in past bills such as rental of a neighboring apartment that has been vacant, installation of a washer or dryer in the basement, use of the garage for mechanical work, etc.;

2. Provides the tenant with copies of the utility bills for the rental unit for the previous 12 months;

3. Neither suggests nor requires the tenant to collect any money for utility bills from neighboring tenants whose usage will be included on the tenant's meter; and

4. Sets forth in writing the amount of the proposed rent reduction, if any, that is offered to compensate for the tenant's payment of utility usage outside of the tenant's apartment.

TENANT REMEDIES: A tenant may sue the landlord for damages if the landlord violates any provisions of this law. The amount of the claim could be increased to three times the amount of the utility bills if the landlord's violation was knowing or intentional. Any term or condition in a rental agreement that is inconsistent with 765 ILCS 735/1.2 is void and unenforceable.

WHEN BILLS ARE IN THE LANDLORD'S NAME

Some landlords have master-metered water or heat for which they pay. If you will not be expected to reimburse the landlord, your lease should clearly state:

"Lessor pays for water" or ***"Lessor pays for heat."***

If the heat is paid by the landlord, speak with current tenants before you sign the lease to be certain that heat is sufficient. Also inquire about the location of the heat controls.

Chapter 765 ILCS, Act 735/1 provides a remedy for tenants whose landlords have agreed in the lease to pay for a certain public utility and then fail to pay the bill. If the public utility company posts a notice at the premises stating that utility service will be terminated as a result of the landlord's non-payment, any tenant or group of tenants in the building may pay the bill to prevent termination of service and then deduct from their rent the amount paid to the public utility company.

As an alternative, a tenant could promise to pay future utility bills and then deduct those costs from the rent. The public utility company is required by state law to post notice of the landlord's non-payment no less than 10 days before service will be terminated. This notice is required at any building with 3 or more apartments.

Chapter 765 ILCS, Act 735/1.2 also states that a landlord cannot change from landlord-paid, master-metered utilities to tenant-paid, individually-metered utilities during the term of the lease. If the change is made when the lease is renewed, the law requires the landlord to give the tenant a minimum of 30 days notice of the change.

765 ILCS, Act 735/1.4 Prohibition on termination of utility service by landlord:

No landlord shall cause or request utility service to tenants to be interrupted, discontinued, or terminated in an occupied building (i) by nonpayment of utility bills for which the landlord has assumed responsibility by agreement or by implication or (ii) by tampering with equipment or lines.

A landlord's violation of this law entitles the tenant to an abatement of rent for the time that utility service was terminated. In addition, the landlord may be held liable for damages up to $300.00 per tenant or $5,000.00 to be divided by the total number of tenants affected.

REIMBURSEMENT TO LANDLORD FOR UTILITIES

When a utility is master-metered and the lease requires you to reimburse the landlord for a share of the utilities, your share should be a fixed percent that is stated in your lease. Chapter 765, Act 740/5 states that no landlord may demand payment for master metered public utility services without first providing the tenant with a written copy of the formula used for allocating the utility payments among the tenants. Total payments made to the landlord by all tenants in the building may not exceed the sum billed by the public utility company. The landlord must also make available to the tenant, upon request, a copy of the public utility bill for any period for which payment is demanded.

Complaints about reimbursing landlords for utility costs are not uncommon. If the heat must be turned up higher than you desire in order to provide enough heat for all of the apartments in the building, each tenant shares the cost of this excess. When one tenant fails to report a water leak, all tenants pay the cost. Also, Illinois Power Company charges commercial, rather than residential rates at properties that have two or more apartments served by only one gas or electricity meter. You will not be able to avoid these problems if you agree in the lease to reimburse the landlord for any public utility.

SERVICES

In addition to utilities, some landlords will require you to pay for services or assessments -- garbage hauling, sanitary assessment and sewer benefit tax, pest control, lawn care, snow removal and perhaps even hallway cleaning.

Charges for these items are more the exception than the rule, but check your lease before you sign it so you'll know what agreements you've made. If you will be reimbursing the landlord for his/her share of the cost of these services, does your lease state the specific percent that you will be paying? Does the lease require the landlord to show you the actual bill for the whole amount so you'll be able to tell whether total payments from all tenants exceed the amount of the real bill?

The laws regarding "utilities" apply only to public utilities (gas, electricity, water) and not to services such as trash hauling or lawn care. Therefore, you must be sure that the lease protects your concerns about how to calculate payments to a landlord for "services."

DISCRIMINATION

It is against the law for a landlord to refuse to rent to you, to change the terms of an offer to rent, or to treat you differently during your tenancy for reasons that are considered discriminatory. The chart below indicates which laws protect people, depending on the reason for the discrimination.

Discrimination in renting is prohibited on the basis of:	Federal	State	Champaign	Urbana
Race or Color	X	X	X	X
Religion	X	X	X	X
Nationality or Ancestry	X	X	X	X
Sex	X	X	X	X
Physical or Mental Disability	X	X	X	X
Children in the Family	X	X	X	X
Marital Status		X	X	X
Age			X	X
Personal Appearance			X	X
Political Affiliation or Activity			X	X
Sexual Preference or Orientation			X	X
Source of Income			X	X
Status as a Student			X	X
Arrest or Conviction Record			X*	X
Class				X

* Exempt from coverage under the Champaign law is anyone convicted of a forcible felony or a felony drug conviction for sale, manufacture or distribution of illegal drugs unless the person has lived outside of prison for 5 consecutive years without being convicted of an offense involving force, violence or drug activity.

HOW DO YOU KNOW IF YOU ARE A VICTIM OF DISCRIMINATION? Sometimes a manager or owner will be very blatant about discrimination. S/he might tell you directly, "we don't allow three children in a two-bedroom apartment," or "we require an extra deposit from international students." <u>These are illegal practices</u>.

Other times, particularly with discrimination based on race, the landlord might be more subtle. Perhaps you were told when you called that the place was available, but when you appeared in person, the story changed and the landlord said it was taken. A week later, you saw that the place was still being advertised in the newspaper. Or the landlord checks your credit, but rented to white tenants with no credit check.

Whether the practice is blatant or subtle, discrimination is against the law and you can do something about it. Get as much information as you can about the situation -- the name of the company or owner of the property; the address of the property; the advertisement from the newspaper; the manager's phone number; and any other information you know about the place.

Filing a complaint does not cost you any money. You should file your complaint with the Tenant Union and with every government office that has jurisdiction. If your problem is covered by federal law, file with HUD, the Illinois Department of Human Rights and with Champaign or Urbana human relations officials. If the problem is one covered only by local law, file your complaint with the local official and with the Tenant Union.

The city in which the property is located, or the city in which the landlord's business is located, is the city where you should file your complaint.

CITY OF CHAMPAIGN COMMUNITY RELATIONS OFFICE	351-4455
CITY OF URBANA HUMAN RELATIONS OFFICER	384-2466
ILLINOIS DEPARTMENT OF HUMAN RIGHTS	1-785-5100
H.U.D. OFFICE IN CHICAGO	1-312-353-7776

ZONING:

FOUR PERSON LIMIT FOR HOUSES

Unrelated adults who choose to live together may encounter problems if more than 4 people are in the group. Zoning laws for "single family housing" define a single family as any number of people related by blood, marriage or adoption, and not more than 3 additional, unrelated adults. A house is single family housing. If none of you are related, one of you is the "family" and **the total number of people you may have in your house is 4.** If you have more than 4 tenants and rent a single family house, you could face serious problems.

If you ever call the city inspectors about a repair problem, or if your neighbors complain to the city about you -- you will be required to comply with the law. This means four of you may stay and the rest must move out. You can be fined and sued by the city for violating zoning laws if the extra people refuse to move out.

If some of your roommates are forced to move out, will your rent be reduced? Not if you let the landlord trick you into putting only four names on the lease. Then four of you will have to pay the rent that you thought all seven of you would be sharing.

If you are even considering renting a house with more than 4 unrelated adults, consult with the Tenant Union. Unfortunately, many landlords who wish to rent houses in violation of zoning laws will lie to prospective tenants -- or propose having two leases for one house -- or promote some alternative that completely protects the landlord from liability for breaking the law and creates the appearance that the tenants are the ones at fault. Don't be fooled. The law does not say anything about how many names appear on the lease. The law deals only with how many people ***occupy*** the house.

If members of the household are related, the law does NOT limit the number of people who can live in a house. **IF YOU HAVE CHILDREN AND THE LANDLORD LIMITS THE NUMBER OF CHILDREN WHO CAN LIVE IN THE HOUSE, THAT PRACTICE IS PROBABLY A VIOLATION OF FEDERAL, STATE AND LOCAL NON-DISCRIMINATION LAWS.** The only exception would be zoning standards for the number of people who can sleep in one room. For a room to be used as sleeping space for two people, it must be 80 square feet in Urbana or 100 square feet in Champaign. For three people to share a sleeping room, the room must be 120 square feet in Urbana or 150 square feet in Champaign.

URBANA LANDLORD-TENANT ORDINANCE

If you rent an apartment, house or room located in the city of Urbana, and you signed your lease on or after April 1, 1994, you have certain rights and obligations provided under Chapter 12.5 of the Urbana City Code, "Landlord-Tenant Relationships." This law applies only if you live within the corporate limits of Urbana. If you rent outside city limits or in Champaign, this law does not apply to your rental situation.

PRIVACY AND ACCESS

Your landlord has the right to enter your apartment, house or room either with your permission, or after giving you notice as required by Urbana law. A tenant can be sued in court and the lease could be terminated for denying the landlord access. The landlord has the right to enter to inspect, make needed or requested repairs, supply services, to show the place to prospective buyers or tenants, or to make alterations or improvements if the work does not interfere with the tenant's use of the place.

Except in case of an emergency, an Urbana landlord can enter the rental unit only between the hours of 10:00 am - 8:00 pm on weekdays or between the hours of 11:00 am - 8:00 pm on weekends and only after giving the tenant 24 hours notice. Exceptions are allowed for repairs and showing (described below).

REPAIRS: If the tenant requests repairs and the landlord enters within 14 days of the request, no notice is required. If the work is not done within 14 days, the landlord must give the tenant at least 24 hours notice of entry to repair. That notice is good for seven more days. After that, the landlord must give 24 hours notice of the specific day the landlord will enter to perform the repair work.

SHOWING TO PROSPECTIVE TENANTS: A landlord may enter to show your rental unit to prospective tenants without giving you specific notice provided that the landlord gives one general notice of a time period each day (two hours on weekdays and three hours on weekends) during which the place might be shown. This can only be done when the apartment is on the market for rent -- from the time the landlord or tenant notifies the other party that the rental agreement will not be renewed until the place is leased to a new tenant for the following lease term.

COURTESY: The landlord or landlord's agents may enter the rental unit only after knocking on the door and providing the tenant a reasonable opportunity to answer, shall clean up dirt and debris that result from repairs, must leave a note indicating the names of the people who entered the rental unit and must lock the rental unit when leaving.

TENANT REMEDIES: A landlord who violates a tenant's privacy by making an unlawful entry, making repeated demands for entry which have the effect of harassing the tenant after being notified in writing by the tenant that the tenant feels harassed, or by making alterations or improvements that materially interfere with the tenant's use of the premises, can be sued for an amount equal to two month's rent or the actual damages sustained, whichever is greater, and reasonable attorney's fees.

PROHIBITED LEASE CLAUSES

Section 12.5-10: An Urbana lease should not contain any of the following clauses. If one of these prohibited clauses appears in your lease and your landlord deliberately attempts to enforce it, you can sue the landlord for up to two months' rent, plus costs and attorney's fees.

- Waiver of tenant's rights under federal, state or Urbana law
- Confession of judgment
- Entitlement of landlord to recover attorney's fees without similar entitlement for tenant to recover attorney's fees
- Limitation of liability
- Prohibition of tenant's right to sublet
- Late fee in excess of 5% of monthly rent per month or landlord's actual costs
- Sublet fees, lock-out charges, late check-out charges or any other fees or penalties that exceed the landlord's actual costs for services
- Automatic renewal of the lease by tenant's failure to provide notice

A landlord would be considered to have deliberately attempted to enforce a prohibited lease clause if the landlord:

1. refused to approve a sublease or requires, as a condition of approving a sublease, payment of a prohibited sublease charge, payment of a higher rental rate than the original tenant contracted to pay, or advance payment of future rent not yet due;
2. refused to provide a service because of the tenant's non-payment of a prohibited fee or charge;
3. served the tenant with written demand stating the intention to terminate the rental agreement for the non-payment of a prohibited fee or charge;
4. filed suit against the tenant to enforce the prohibited provision.

RENTAL AGREEMENTS

Section 12.5-11. Notice of nonrenewal: If a landlord decides not to renew the tenant's lease, or decides to raise the rent or change the provisions of the lease upon renewal, the landlord must give the tenant written notice at least 30 days before the end of the lease. If the landlord does not give this notice, the tenant may consider the lease to be extended on a month to month basis until required notice is given.

Section 12.5-11. Month to month oral lease: A landlord and tenant are each obligated to give the other party written notice, not less than 30 days before the last day of the rental period, of their intention to end the month to month, oral lease at the end of the rental period. See page 6 of this handbook for further explanation of oral leases.

If the landlord fails to give the tenant proper notice, the tenant does not have to move out until the landlord gives proper notice. If the tenant fails to give proper notice, the tenant would be responsible for the landlord's lost rent, up to one month after the tenant moves out. **However, if the landlord fails to give the tenant a summary of the Urbana Landlord-Tenant Ordinance, the tenant will NOT be liable for failure to give written notice to end the oral lease.**

Section 12.5-12. Copy of this Chapter to be provided: A copy of the Urbana Landlord-Tenant Ordinance, or a summary prepared by the city must be given by the landlord to every tenant at the time of signing a written lease or entering into a rental agreement with no written lease.

Section 12.5-13. Late charges: An Urbana landlord may not impose a late charge unless (1) the amount of the charge is stated in the lease and (2) if rent is mailed, the envelope containing the rent payment is postmarked after the date payment is due.

Section 12.5-14. Notice of charges: An Urbana landlord may not impose any charge or fee (including late charges) unless the landlord notifies the tenant in writing, within 30 days after the charge is incurred, that the tenant owes the fee or charge.

SECURITY DEPOSITS

Section 12.5-19. Interest: If a security deposit of $100.00 or more is held for six months or longer, the landlord must pay annual interest to the tenant, computed from the date the deposit was first paid and due within 30 days after the end of each twelve month rental period. The rate of interest required is equal to the interest paid by the largest bank in Champaign County on minimum deposit passbook savings accounts as of the June 30 immediately prior to the lease starting. A landlord who fails or refuses to pay the required interest can be sued by the tenant for an amount equal to the deposit itself, plus court costs and attorney's fees.

Section 12.5-20. Refund: A landlord may not withhold money from a deposit for the cost of cleaning or repairs unless the landlord provides the tenant with an itemized statement of damages, including actual costs for each item, and copies of paid receipts for the work done, within 30 days after the tenant vacates the premises.

If a landlord fails to provide this statement, the deposit must be refunded in full within 45 days after the tenant vacated. A landlord who fails to comply with these requirements can be sued for twice the amount of the deposit plus attorney's fees. These requirements, which under state law apply only to properties with 5 or more units, apply to ALL rental properties in the City of Urbana.

Section 12.5-20 (C). Joint Inspection: If requested by either the landlord or the tenant, a walk-through inspection will be made by both parties at the beginning and end of the lease term and an inspection check list made with copies for both parties. The request for a joint inspection must be made in writing and either mailed five days before the date of the inspection or hand-delivered at least 48 hours in advance.

- A landlord who refuses to perform the inspection may not deduct from the deposit any charges for property damage.
- A tenant who refuses to perform the inspection waives his or her right to challenge any deductions made for damage that could have been determined by the inspection.

Section 12.5-20 (D). Decorating: The costs of decorating, including painting and carpet cleaning, may not be deducted from the deposit unless the walls or carpets are damaged beyond normal wear.

DISCLOSURE OF OWNERSHIP

Section 12.5-21 requires that a landlord must disclose to a tenant, within 72 hours after being asked, the name and street address of the owner or the owner's authorized agent. A representative of the landlord who fails to disclose this information after being asked becomes the agent of the owner for the purposes of service of process and performance of the landlord's legal obligations.

REPAIR AND DEDUCT

Although you cannot withhold all or part of your rent as a penalty to the landlord for failing to do repairs, there are certain conditions under which you may be able to deduct the actual costs of repairs from your rent. THIS APPLIES ONLY IN THE CITY OF URBANA FOR THE PURPOSE OF REPAIRING CODE VIOLATIONS AFTER FOLLOWING CERTAIN SPECIFIC PROCEDURES (Section 12.5-23 of the Urbana City Code)

IF YOU LIVE OUTSIDE THE CITY LIMITS OF URBANA, CONSULT WITH AN ATTORNEY AT LAW BEFORE YOU REPAIR AND DEDUCT. If you pay any amount of rent less than the full amount required by your lease, you risk eviction and a lawsuit for all rent due.

HOW TO REPAIR AND DEDUCT IN URBANA:

- Contact the Building Safety Division for an inspection (115 W. Main Street, Second Floor). Once the inspection is completed, a written report will be sent to the landlord. Obtain your own copy of that report from the building inspector. The report will indicate the deadline for repairs to be completed.

- Send a letter to your landlord stating your intent to repair and deduct if the work is not completed by the deadline set by the City. Your letter MUST BE SERVED IN PERSON OR BY CERTIFIED MAIL.

- Usually, giving notice works, and the landlord does the repairs. If repairs are not done by the deadline, AND ANY EXTENSION OF THE DEADLINE THAT MIGHT BE GRANTED BY THE CITY, you may contact a qualified tradesperson to have the work done. You must obtain a CERTIFICATE OF INSURANCE and a WAIVER OF LIEN. These are required by the city ordinance.

- Once you have repairs done, send your landlord a copy of the bill as explanation of the amount deducted from your rent.

THERE ARE TWO IMPORTANT RESTRICTIONS ON REPAIR AND DEDUCT:

- You cannot deduct more than two months' rent during any 12-month period.

- You cannot use the repair-deduct remedy more than 3 times in one year. This applies to subtenants as well as to the original tenants.

ESSENTIAL SERVICES: If your problem involves lack of water, heat, hot water, gas, electricity, sanitation, or substantially functional cooking facilities or refrigerator, or if the violation is one "giving rise to a hazardous condition which materially and immediately affects health and safety," you have additional options under the city ordinance. AFTER THE DEADLINE FOR COMPLIANCE, you may:

- Procure reasonable amounts of heat, hot water, running water, electricity, gas or other essential service during the period of the landlord's noncompliance and deduct the cost from the rent; or

- Procure substitute housing during the period of the landlord's noncompliance and deduct from the rent the actual cost of substitute housing, provided that the amount may not exceed the average cost for a hotel/motel room in Urbana.

If a landlord is cited by the city more than three times in a twelve-month period for failure to provide essential services or to correct a hazardous condition, the tenant may vacate the premises and terminate the rental agreement.

UNLAWFUL EVICTION

Section 12.5-25: It is unlawful for a landlord to add or change door locks, to block entry to the rental unit, to remove doors or windows, to shut-off utilities, to remove the tenant's personal property from the rental unit, or to in any other way use force, violence or the threat of violence to evict a tenant. A landlord must obtain a court order to evict.

An Urbana tenant who is a victim of illegal eviction may sue the landlord for possession of the rental unit or personal property and an amount equal to two month's rent or actual damages, whichever is greater, plus attorney's fees.

RETALIATORY EVICTION

Section 12.5-26. An Urbana landlord may not retaliate against a tenant by decreasing services, bringing or threatening to bring action for possesion or by refusing to renew a rental agreement because the tenant has:

- Complained in good faith of a code violation to a government agency charged with the responsibility for enforcement of such codes;
- Complained to the landlord of a violation of any provisions of the Urbana law;
- Organized a tenant association or complained to the Tenant Union, Student Legal Service, Land of Lincoln Legal Assistance or any similar private or governmental organization about a violation of the law or the rental agreement;
- Exercised or attempted to exercise any rights or remedies under Urbana law.

If a landlord violates Section 12.5-26, the tenant has a defense in any retaliatory action against him or her for possession and shall be entitled to recover possession, an amount equal to two months' rent and reasonable attorney's fees.

SECURITY AND SAFETY

Your landlord is not responsible for the safety of your neighborhood. Your landlord is also not responsible to you for loss from burglary, which is why you should have renter's insurance. However, if you live within the city limits of Champaign or Urbana, your landlord is responsible for certain security measures. City codes require landlords to provide:

- LIGHTING IN HALLWAYS, ENTRYWAYS, STAIRWELLS AND PARKING LOTS
- OPERABLE LOCKS ON ALL WINDOWS
- DEADBOLT-LOCKS FOR EXTERIOR DOORS

A dead-bolt lock is the type that cannot lock by itself when the door shuts. You must move the thumb-turn from the inside or use a key from the outside to lock and unlock the door. Locks that must be operated by a key from the inside violate code.

If you live outside the city limits of Champaign or Urbana and are concerned about your safety, check the locks and lighting before you sign the lease.

THE MOST IMPORTANT SAFETY TIP FOR SECURITY IN YOUR RENTAL UNIT IS TO ALWAYS LOCK YOUR DOORS AND WINDOWS -- EVEN DURING THE DAY -- WHENEVER YOU ARE GONE FOR ANY AMOUNT OF TIME. Many home invasions involve the intruder entering through a window or sliding door that was left unlocked.

MOVING IN

1. At least two weeks in advance, call Illinois Power Company, Northern Illinois Water Corporation and Illinois Bell to arrange to start your gas, electric, water and phone service on the day you move in. Phone numbers are listed on the back cover.

2. Call the landlord in advance to arrange a time and location for picking up your keys. If the landlord had promised to do any work before your move-in date, such as painting or carpet cleaning, this would be a good time to remind her/him about the promise.

3. Complete an apartment inventory of everything that is not 100% perfect, when you move in (read section on "Deposits"). Use the form on page 24 if your landlord does not provide one. You must keep your own copy of the inventory for your records.

4. If your apartment is not clean, don't make the mistake of cleaning it and then asking for reimbursement. If you want to be paid to do the landlord's cleaning job, ask the landlord to sign a written agreement promising to pay you a certain amount of money for cleaning before you do any work.

MOVING OUT

1. TAKE PHOTOGRAPHS TO PROVE THAT YOU CLEANED AND HAVE DONE NO DAMAGE. The next pages explain deposit protection in more detail.

2. Contact the public utility companies to arrange for termination of service. If you move out before the day your lease ends during cold weather, you might be responsible for water pipes that freeze due to heat being shut off.

3. COMPLETE A CHANGE OF ADDRESS FORM AT THE POST OFFICE SO THAT YOUR MAIL WILL BE FORWARDED. This protects your rights regarding deposit refund and prevents loss of other mail.

4. If you have any special arrangement with the landlord for staying after the lease ends, even if just for a few days, write up the agreement and ask the landlord to sign it. Staying after the lease ends can cost you a lot of money.

5. In preparing to move out, you need to clean thoroughly. This always means you must clean the oven -- inside and out, clean and defrost the refrigerator (unplug it, don't use a sharp instrument), clean the bathroom, kitchen, all floors, etc. Read your lease to see if you have agreed to any special cleaning such as carpet shampoo or window washing.

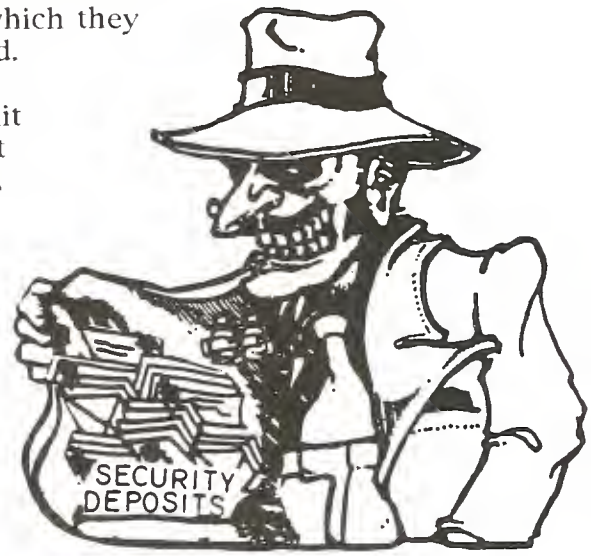
6. Be certain that you have discarded all trash. Landlords usually charge tenants for removing trash that is left behind.

7. Do not leave any furniture or other personal belongings unless you are willing to give them up forever and possibly pay the cost of having them removed.

8. Return all keys directly to the landlord and obtain a receipt for the keys. If you write up the receipt and ask the landlord to sign it, you will protect yourself from an unjustified charge for lock change resulting from failure to return all keys.

DAMAGE DEPOSITS

Most problems regarding refund of a deposit involve a dispute about the condition of the rental unit. Tenants claim they are being charged for damage that existed at the time they moved in. Or, they claim that the cleaning and repairs for which they were charged upon moving out were not really needed.



You will need proof of the condition of your rental unit at the time that you first moved in, and on the day that you move out and return the keys. Without this proof, you will have a very hard time disputing deductions from your deposit that you may consider unfair.

CHECK-IN INVENTORY: During the first three days after you pick up your keys, prepare an inventory of every item that is dirty, broken, scuffed, torn or otherwise not 100% perfect. This is not a repair list. This is your "I didn't do it" list. BE SPECIFIC. Is the carpet stained? Do the walls need to be painted because they have numerous nail holes, or are tape marks left on the walls, or are they dirty? If your list is vague or incomplete, you'll pay the price.

Also include on this list, an **inventory** of everything in the apartment. You would not want to be charged at move-out time for a missing chair or window shades that were never provided at the start of the lease.

YOU MUST KEEP YOUR OWN COPY OF THE INVENTORY.
DO NOT GIVE THE LANDLORD THE ONLY COPY.

It is wise to either ask the landlord to sign and date your copy of the check-in inventory or to have the inventory notarized to prove that you really filled it out when you first moved in. Page 19 of this handbook has a sample inventory form. Don't wait for the landlord to provide you with a form. Most don't.

A note about repair problems. Some landlords do not even look at your move-in inventory. If you have repair needs when you move in, include those on your inventory, and then send the landlord a separate letter requesting the repairs. DO NOT EXCLUDE ANY ITEM FROM YOUR INVENTORY BECAUSE YOU EXPECT THE LANDLORD TO TAKE CARE OF IT IN THE NEXT FEW DAYS. If the work is neglected, it could easily become damage for which you are charged when you move out.

WHEN YOU MOVE OUT, TAKE PHOTOGRAPHS !

One picture is worth a thousand words. If the landlord charges you $50 for oven cleaning, will you be able to prove that the oven and range were clean? A couple of good photographs of the inside and outside of the oven/range will do that. To prove you cleaned, you should also have photographs of the inside of the refrigerator, the toilet, tub/shower, bathroom sink and floor, the kitchen cabinets, sink and floor, and the floors and walls in each other room. The cost of one roll of film is small compared to the amount of money you risk losing if you cannot prove that you cleaned your apartment or house. IT IS BEST TO HAVE A WITNESS WATCH YOU TAKE THE PHOTOS. Anyone who is not your roommate or immediate family member can be a witness. It is best to choose someone who will not be leaving town in the next year.

It is also a good idea to take photographs of any damage that has occurred during your tenancy. If a wall is damaged by a water leak that the landlord neglected, a photograph will show that painting was needed to cover the water spots -- not because you used tape to hang posters. Even if you did the damage, you would be wise to photograph it. Then you will be able to show that the hole you accidentally put in the wall was only the size of a quarter and not 3 feet wide.

DEPOSIT REFUND LAW

Chapter 765 of the Illinois Compiled Statutes, Act 710/1 states:

A lessor of residential real property containing 5 or more units, who has received a security deposit from a lessee to secure the payment of rent or to compensate for damage to the leased property, may not withhold any part of that deposit as compensation for property damage unless he has, within 30 days of the date that the lessee vacated the premises, furnished to the lessee, delivered in person or by mail directed to his last known address, an itemized statement of the damage allegedly caused to the premises and the estimated or actual cost of repairing or replacing each item on that statement, attaching the paid receipts, or copies thereof, for the repair or replacement. If the lessor utilizes his or her own labor to repair any damage caused by the lessee, the lessor may include the reasonable cost of his or her labor to repair such damage. If estimated cost is given, the lessor shall furnish the lessee with paid receipts, or copies thereof, within 30 days from the date the statement showing estimated costs was furnished to the lessee, as required by this Section.

If no such statement and receipts, or copies thereof, are furnished to the lessee as required by this Section, the lessor shall return the security deposit in full within 45 days of the date that lessee vacated the premises.

Upon a finding by a circuit court that a lessor has refused to supply the itemized statement required by this Section, or has supplied such statement in bad faith, and has failed or refused to return the amount of the security deposit due within the time limits provided, the lessor shall be liable for an amount equal to twice the amount of the security deposit due, together with court costs and reasonable attorney's fees.

Illinois has no comparable statute for houses or properties with fewer than 5 units. In thoses cases, your lease should state conditions and timing for deposit refund. Only in Urbana does the law apply to ALL properties, including houses. If you will be disputing the amount of your deposit refund, remember these important tips:

- DON'T CASH THE CHECK
- DON'T THROW AWAY THE ENVELOPE IN WHICH IT WAS MAILED

By cashing the check, you make yourself vulnerable to a claim by the landlord that you accepted the amount of the check as settlement of the deposit. The reason you should keep the envelope that was mailed to you is to prove the date it was postmarked, in the event that the landlord did not comply with the time periods required by the state law.

Note that the law requires the landlord to send your deposit refund to your "last known address." To avoid dispute over whether or not you gave the landlord your new address, register a change of address with the post office. Then, if the landlord sends your refund to the address of the property you rented from him/her, the refund will be forwarded to you by the post office. If you had roommates, also check with them before you assume the landlord failed to refund your deposit. Some landlords send a statement and partial refund to each roommate, but others send all of the documentation and full refund to one person.

CONTACT TENANT UNION IF YOU HAVE QUESTIONS ABOUT YOUR REFUND.

TENANT NAME _____

ADDRESS _____

FURNITURE INVENTORY: How many of each --

_____ Sofa	_____ Dressers
_____ Livingroom chairs	_____ Desks
_____ Coffee tables	_____ Desk chairs
_____ Dining table	_____ Windows with drapes/blinds
_____ Dining chairs	_____ Window screens
_____ Beds	

Other: _____

Complete description of any damage to furniture--scratches, worn upholstery, missing parts, cracks, etc.

_____

_____

CONDITION OF WALLS: List any holes, marks, stains, dirt.

_____

_____

_____

CONDITION OF FLOORS/CARPET: List every stain, snag, hole.

_____

_____

Carpet shampooed? Yes_____ No_____

CONDITION OF CEILING: Any damage, hooks, or marks?

_____

WINDOWS: Broken windows, missing storm windows, windows that need cleaning, windows missing locks: _____

_____

_____

SMOKE DETECTOR: _____ works _____ broken _____ missing

FIRE EXTINGUISHER: _____ Yes _____ No
If yes, fully charged? _____ Yes _____ No

DATE OF INVENTORY _____
APT. #: _____ NUMBER OF KEYS: _____
KEYS RETURNED: _____

APPLIANCES/FIXTURES:

Refrigerator	NONE	OK	PROBLEMS_____
Oven/Range	NONE	OK	PROBLEMS_____
Exhaust fans: Bath	NONE	OK	PROBLEMS_____
" " Kitchen	NONE	OK	PROBLEMS_____
Garbage disposal	NONE	OK	PROBLEMS_____
Air conditioner	NONE	OK	PROBLEMS_____
Dishwasher	NONE	OK	PROBLEMS_____
Microwave oven	NONE	OK	PROBLEMS_____
Washer/Dryer	NONE	OK	PROBLEMS_____
Kitchen sink	NONE	OK	PROBLEMS_____
Kitchen cabinets	NONE	OK	PROBLEMS_____
Bathroom sink	NONE	OK	PROBLEMS_____
Toilet(s)	NONE	OK	PROBLEMS_____
Shower/Tub	NONE	OK	PROBLEMS_____

ATTACHMENTS: List any tenant made attachments such as mirror, chain lock on door, booksheives, towel rack:

_____

_____

ANY LIGHT FIXTURES BROKEN OR MISSING? _____

_____

LIST ANY ADDITIONAL DAMAGE ON THE REVERSE SIDE

_____
Signature of Tenant Date

_____
Signature of Landlord OR Witness Date

Subscribed to before me by _____
this__ day of_____, 19___.

_____
NOTARY PUBLIC

INTEREST DUE ON DEPOSITS

Under certain circumstances, landlords are required to pay interest on security deposits. The interest is computed from the date the deposit is first paid and is due at the end of every 12-month lease period. If you rented at a property containing 25 or more units in either a single building or a complex of buildings located on contiguous parcels of property, AND the deposit was held for at least six months, the landlord owes you interest. The only exception is if you defaulted on the lease -- for example, if you failed to pay your last month's rent, interest would not be due to you.

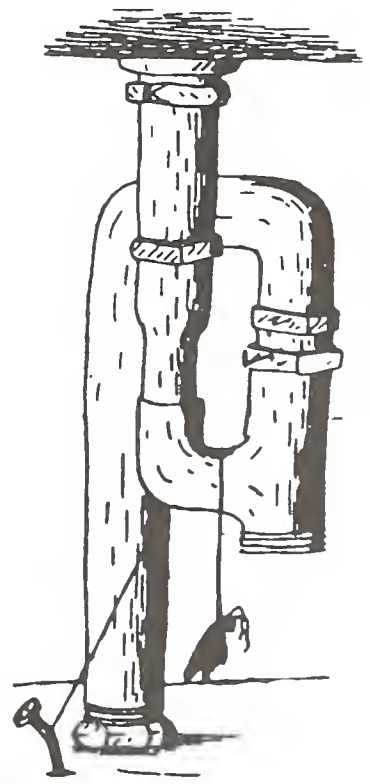
For rental properties in Urbana, landlords must pay interest on the deposit regardless of the number of units at the property, as long as the deposit was at least $100.00.

INTEREST RATE: The rate of interest due on deposits is based on bank interest rates for a minimum deposit passbook savings account. For Urbana, you would need to find out how much this rate was at the largest bank in Champaign County on the June 30 just prior to your lease starting. If you rented outside city limits of Urbana, you need to find out the rate at the largest bank in the state on December 31 of the year prior to entering into the lease contract. Call the Tenant Union to find out these rates.

PENALTY: A landlord who wilfully fails or refuses to pay the interest on deposit as required by law can be held liable in court for an amount equal to the deposit itself, plus court costs and attorney fees.

REPAIR PROBLEMS

Any time you have a problem with your rental unit, it is a good idea to report your repair needs IN WRITING to your landlord. That way, the well-meaning landlord is less likely to forget about your request, and the more negligent landlord will take you more seriously. Also, in some instances, you may need proof at a later date that you reported the problem when it first occurred. Always keep a copy of your letters to your landlord. If you think you'll need to prove you sent the letter, use receipt-return mail at the post office.



If you want immediate action, call your landlord and explain exactly what is wrong. Then follow up your call with a letter. If there will be any delay in getting the work done, try to find out the cause for the delay and see if your landlord will promise a specific date for completion of the work.

Your landlord should make repairs within a reasonable amount of time. In deciding what is reasonable, try to be fair. No hot water is a lot more important than a garbage disposal that is not working.

If your landlord does not perform needed repairs, be persistent. Call, write, call again and write again. Keep copies of your letters. You can contact the Tenant Union for advice or to file a complaint. You may also be able to get help from the city inspectors if your problem involves violation of the city's building codes.

BUILDING INSPECTORS AND CITY CODES

If your housing unit is located in a city that has adopted building maintenance and life safety codes, you may be able to get assistance from the city in persuading your landlord to perform needed repairs. Within the city limits of Champaign and Urbana, a wide variety of repair needs are covered by city codes, although every repair problem is not a code violation.

COVERED BY CODES (A FEW EXAMPLES)	NOT COVERED BY CODES
No heat, safety of furnace, no hot water, windows or doors broken or don't fit, broken or missing locks on doors/windows, window screens torn or missing, no lighting in common areas, roof/ceiling leaks, flooding, no smoke detector, broken toilet or other plumbing problems and electrical problems.	Inoperable air conditioner, walls need painting, carpet needs cleaning, no storm windows provided, broken furniture.

You should notify your landlord of any problems and give him/her a reasonable amount of time to make repairs before asking the city to inspect for code violations.

CHAMPAIGN - DEPARTMENT OF NEIGHBORHOOD SERVICES
102 N. Neil Street, Champaign: 351-4427

You need to appear in person to file a written complaint and arrange for an inspection. The office is located on the first floor of the city building at 102 N. Neil Street, at the corner of Neil and University in downtown Champaign. On your complaint, you should list everything that you want the inspector to look at. It is best to file your complaint during the times that inspectors are in the office so you will be able to make your appointment for the inspection right then. Inspectors are in from 8:00 - 8:30 am, 12:30 - 1:00 pm, and 4:00 - 5:00 pm. You can usually arrange for an inspection the next day. Disabled persons for whom personal appearance at the office would be difficult should telephone 351-4427. (The office is accessible).

URBANA - BUILDING SAFETY DIVISION OF COMMUNITY DEVELOPMENT
115 W. Main Street, 2nd Floor, Urbana: 384-2436

You need to appear in person to file a written complaint and arrange for an inspection. The office is located on the second floor of an office building at 115 W. Main Street in downtown Urbana between Broadway and Race Streets. Be sure to include on your complaint everything that you want the inspector to examine. Persons with disabilities for whom personal appearance at the office would be difficult should telephone 384-2436. (The office is accessible).

If violations of code are cited by the city inspectors, your landlord will receive a written notice with a date for correction of the violations. You should request a copy of the notice from the city. Usually, the city will allow the landlord 30 days to complete repairs and the landlord may apply for an extension of time which is likely to be granted for most major items.

The existence of code violations does not "break" your lease. The city does have the power to declare the place "unfit for human habitation," but that does not happen often. If you are considering withholding rent or moving out of a place because of repair problems covered by codes, CONSULT WITH AN ATTORNEY AT LAW. A lawsuit against you for the balance of the rent due under the lease is likely to result if you just move out.

RENT WITHHOLDING

Any time you withhold all or part of your rent, you risk being sued in court for eviction. Often, tenants say they feel it is unfair that the landlord can fail to perform certain duties, yet the tenant is still required to pay rent. Fair or not, the risk of rent withholding is very serious. You might be evicted, have a judgment against you on your credit record, and be legally required to pay your landlord a lot of money.

If you feel that you should be able to withhold rent, CONSULT WITH AN ATTORNEY AT LAW. Please don't just ask a friend to ask a friend who is a lawyer. **Obtain the advice of the lawyer who will represent you** when the landlord files suit against you for your actions. In most cases, you'll have better luck with options other than rent withholding. The only exception is under the specific provisions of the Urbana Landlord-Tenant Ordinance. See page 19 for details.

RETALIATORY EVICTION PROHIBITED

YOUR LANDLORD CANNOT EVICT YOU TO GET EVEN WITH YOU FOR CONTACTING BUILDING INSPECTORS. State law, 765 ILCS 720/1 states:

It is declared to be against the public policy of the State for a landlord to terminate or refuse to renew a lease or tenancy of property used as a residence on the grounds that the tenant has complained to any governmental authority of a bona fide violation of any applicable building code, health ordinance, or similar regulation. Any provision in any lease, or any agreement or understanding purporting to permit the landlord to terminate or refuse to renew a lease or tenancy for such reason is void.

The law protects your right to call building inspectors. If you have any trouble with your landlord about calling the inspectors, report it to the Tenant Union. In Urbana, city ordinance also prohibits a landlord from retaliating against you for filing a complaint at the Tenant Union or for organizing your building.

BREAKING YOUR LEASE

People often ask "how do I break my lease?" when they are unhappy or have personal circumstances that require them to move. Usually, people want to know how to avoid paying the balance due on the lease. Unfortunately, there is no easy way to break a lease. If you think you have legal grounds for breaking the contract, CONSULT WITH AN ATTORNEY AT LAW. In most cases, you'll have to sublet. Depending on the circumstances, the landlord might agree to release you from the lease.

The Tenant Union has forms that you can use for lease release, if the landlord will agree to release you from your obligation. DO NOT SETTLE FOR AN ORAL AGREEMENT TO BREAK YOUR LEASE. In the heat of the moment, your landlord might say, "go ahead and move out," but s/he does not really mean that you are released. If you do not want to face a lawsuit for the balance of rent due under the lease, plus late fees, court costs and attorney's fees, do not move out unless you have the landlord's promise, in writing, that you will not be sued.

Even if you think the place is unfit for habitation, and even if conditions are bad, the law may not be on your side. That is why consultation with a lawyer is essential if your landlord won't agree to a release.

SUBLEASING

When you sublease, you assign your rights and responsibilities under the lease to another person. The primary responsibility shifts to him/her; however, if the subtenant fails to pay rent or does damage to the property, you can be held liable to the landlord for the cost of your subtenant's default or damage. A sublease is not a release from the lease.

Most leases state that you cannot sublet without the landlord's written consent. Your landlord should not withhold consent unreasonably. If your landlord rejects a subtenant because that person has a bad credit record, you should keep looking for someone else to sublet your place. Your landlord should not reject a subtenant because that person has children, receives public aid, has a criminal record, or for any reason prohibited by law (see page 14, "Discrimination"). Contact the Tenant Union if your landlord is unfairly preventing you from subletting.

When you advertise for a subtenant, it's a good idea to keep a list of the names and phone numbers of all the people who show any interest. It is not uncommon for one person to say s/he'll take it, and then after you've thrown out the names of everyone else who looked at the place, the first person changes her/his mind. It's also a good idea to follow up with people after you've shown the place. An interested person may not call back simply because s/he lost your phone number.

SUBLEASE AGREEMENT

You should always sign a written sublease agreement. If the new tenant just moves in, many problems can result. The landlord might claim the new tenant is really a trespasser because no contract exists. Or, the new tenant may move out after a month, claiming no contract exists. Subletting is as important as signing the original lease -- BE SURE YOUR AGREEMENT IS CLEARLY STATED IN WRITING.

It's also not a good idea to simply add the new tenant's name to your lease. It may appear that you are roommates, jointly liable for rent and utilities. There may be confusion about when the sublease starts and ends.

What do you plan to do about the deposit? Will the subtenant pay a deposit? Will payment be made to the landlord or to the original tenant? Will the landlord hold two deposits until the lease ends? These issues should be addressed in your sublease contract to avoid problems.

RESPONSIBILITY AFTER SUBLETTING

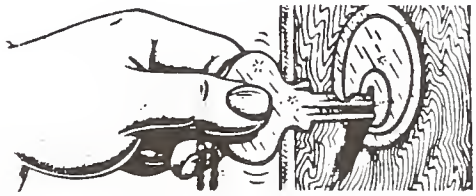
Once you sublet, you will still be responsible to the landlord for all of the terms of your lease, in the event that your subtenant fails to pay rent or damages something. It's a good idea to check with the landlord to make sure your subtenant is paying the rent. If you will be subletting for summer only at a rate that is very low, you'd be wise to require the subtenant to pay all rent before moving in.

If your subtenant does not pay rent, the landlord can sue her/him or the landlord can sue you. You can always sue the subtenant, but if s/he's gone and cannot be found, you'll have to pay. Even if the subtenant is in town, the landlord might sue you if you are more likely to pay. You also risk suing the subtenant, winning a judgment, but being unable to collect. When you sublet, you will potentially be in a position similar to a landlord who cannot collect rent from his/her tenant.

PROTECTING THE DEPOSIT

Whenever possible, it's also a good idea to appear in person, at the end of the sublease period, to obtain evidence of the condition of the place to protect against unfair charges for damages. If you rely on the subtenant to take photographs, you might be very disappointed. You have an interest in knowing, and proving, the check-out condition of your leased apartment, regardless of the damage deposit arrangement made as part of the sublease.

Both original tenant and subtenant are also protected by the two conducting a joint inspection, with or without the landlord, at the time that the tenant moves out and the subtenant moves in. The purpose of this inspection is to establish the condition when the place changes hands. If you both sign a condition report, then later, you'll be able to establish which damage was done by the original tenant and which damage was done by the subtenant.



WHEN YOU ARE THE SUBTENANT

If you will be the subtenant, you need to consider preventing problems that affect you. Your best interest is served if you:

1. Read the original lease. A sublease holds you responsible for all the non-material terms of the original lease (such as "no pets allowed," or "tenant pays for trash hauling"). The same concerns that apply when signing a lease apply to subleasing.

2. Be sure that the sublease agreement makes clear exactly how much money you owe, when the sublease period starts and ends, and any other terms that are different than the terms of the original lease. Never simply sign your name to someone else's lease unless you want to owe their debts.

3. Consider an arrangement that requires rent to be paid to the landlord rather than to the original tenant. If the original tenant takes money from you and does not pay the landlord, you might be evicted.

4. Payment of the deposit to the landlord, rather than to the tenant, is usually in your best interest. The original tenant is much more likely to leave town with your money than is the landlord. Also, if the property has 5 or more units, your landlord will have certain legal obligations regarding deposit refund. These obligations do not apply to the original tenant. Whether or not you pay a deposit, you are still liable for damage and you are the party most likely to be charged for cleaning after you move out so your taking photographs before you leave is especially important.

5. You eliminate risks by starting all utilities in your own name, even if doing so means you have to pay a deposit or installation fee. If the original tenant moves to another state leaving $300.00 of unpaid charges on the phone bill, you'll be sorry that you kept his/her service just to save a $55.00 installation fee.

6. BE SURE TO HAVE THE LANDLORD SIGN THE SUBLEASE AGREEMENT. In almost all cases, the original tenant does not have the legal right to sublet without the landlord's written consent. That consent is important to you to avoid future problems.

TENANT UNION COMPLAINT PROCEDURES

1. A tenant may file a written complaint for the purpose of attempting resolution of a dispute or for the purpose of informing other tenants about problems or experiences he/she has had with a landlord.

2. Tenant Union staff will encourage tenants to attempt resolution of a dispute on their own prior to filing a complaint. Approximately 90% of the problems for which tenants seek assistance from the Tenant Union do NOT result in a written complaint being placed in the file.

3. When a written complaint is filed, a copy of the complaint and a Reply To Complaint Form, along with a cover letter, will be sent to the landlord against whom the complaint is made. A response within seven days is requested. Landlords are encouraged to respond in writing if they wish to have their side of the story reflected in the complaint file.

4. Any person requesting information about the complaint history of a landlord will be provided the following information which is recorded in writing on Complaint Record forms:

   - The number of complaints filed each year for the past five years;
   - The nature of each complaint filed;
   - The landlord's response, if any, to the complaint;
   - The ultimate resolution of the dispute, if known.

5. A written complaint will not be placed in the file if:

   - The person who made the complaint requests that it be withdrawn (the most likely reason for such a request would be swift and satisfactory resolution of the dispute);
   - The Tenant Union finds that the nature of the complaint is not related to the contractual or legal obligations of the landlord or the complaint has no factual basis.

6. The purpose of providing this complaint information to the public is to provide tenants with a method for communicating with each other from year to year about their rental housing problems and experiences.

The names of tenants who file complaints are not released to the public. Only the landlord will be told the name of a tenant who files a complaint against him or her.

The Tenant Union maintains a policy of protecting the confidentiality of all contacts with tenants; however, this confidentiality is not protected by law. Unlike in an attorney-client or physician-patient relationship, a housing counselor can be called to testify in court about contacts with clients. For this reason, the Tenant Union does not maintain files for any client contacts other than those that involve the filing of a written complaint which the tenant agrees to have sent to the landlord.

NOISE AND DISTURBANCES

Under the provisions of most leases, you will agree to keep noise levels to a minimum so as not to disturb your neighbors. If you violate this clause, you could face eviction. In the City of Champaign, if police find you in violation of the city's noise ordinance, you might be fined $150.00. Despite the risks, some tenants make a lot of noise. If you have trouble with one of your neighbors making too much noise, try these ideas.

ASK THEM TO BE QUIET. A direct approach is best. Too many tenants suffer through hours of disturbed sleep and then complain the next day to the landlord. Your neighbors may not realize how loud they are or how late it is, so talk to them first. Be polite and ask nicely. If you do not want to go to the door, check the mailbox for the tenants' names, look them up in the phonebook, and telephone them. Be persistent. If they quiet down after you ask, but then are noisy the next night, call again. This may seem like a hassle, but it's the best way to deal with the situation.

INVOLVE OTHER NEIGHBORS. If the people next door won't be quiet after you've asked, talk to the other neighbors. See if anyone else is disturbed by the noise; give them the phone number of the noise makers and see if everyone will agree to call and ask them to be quiet.

BUY EARPLUGS: If the noise problem is caused by a baby crying, or thin walls that make you feel that your neighbor's television is in your home, or the weight of people walking above you, your best solution is to modify your own behavior rather than look for outside help. Most apartments are not sound-proof. Buying earplugs may be the least troublesome resolution to your problem.

IF YOUR NEIGHBORS ARE PLAYING MUSIC LOUDLY, LATE AT NIGHT, OR OTHERWISE DISTURBING THE PEACE, YOU HAVE TWO OTHER OPTIONS:

CALL THE POLICE. Asking the police for help would be appropriate if loud noise persists late at night after you've asked the neighbors to quiet down, provided that the noise can be heard from outside their rental unit. Disturbing the peace is a police matter. You should keep in mind that the police are busy with more serious crimes so use good judgment about when to call. Just as important, do not be afraid to call the police about a serious noise problem if nothing else works.

REPORT THE PROBLEM TO THE LANDLORD: Your landlord should be informed about noise problems with neighbors. Don't call the landlord in the middle of the night; tell him/her about the problem the next day. It's not reasonable to expect your landlord to evict the people just because you complained, but it is reasonable to expect the landlord to talk to them or to write them a letter notifying them that a complaint has been made about their lease violation.

YOUR LANDLORD IS NOT A POLICE OFFICER. When you experience the type of problem for which a homeowner would call the police, you should call the police too. Particularly if you are being bothered by someone you are afraid to confront -- an intoxicated person in your hallway or a vandal damaging cars -- don't expect your landlord to replace a police officer. Call the police.

IF YOU RECEIVE AN EVICTION NOTICE FROM YOUR LANDLORD BECAUSE THE NEIGHBORS HAVE COMPLAINED ABOUT YOU -- DON'T MOVE OUT! CALL THE TENANT UNION TO FIND OUT ABOUT YOUR OPTIONS AND RISKS. MOVING OUT WILL NOT EXCUSE YOU FROM THE OBLIGATION TO PAY FUTURE RENT.

EVICTION

A LANDLORD MUST FOLLOW SPECIFIC PROCEDURES REQUIRED BY LAW IN ORDER TO EVICT A TENANT. THOSE STEPS ARE:

SERVICE OF NOTICE: A notice must be served in person or by mail. It should be signed and dated, but it does not have to be notarized or served by the sheriff.

For non-payment of rent, the notice must demand the rent, stating the amount owed and must allow a minimum of 5 DAYS to pay the rent. If partial payment will not be accepted, the notice must say so. (735 Illinois Compiled Statutes, Section 5/9-209)

For any other breach of the lease, the notice must be for a minimum of 10 DAYS and should state the provision in the lease that the tenant has allegedly violated.

PAYMENT OF RENT: If the eviction is for non-payment of rent, the tenant can solve the problem by paying the amount due within the 5 days of the notice. If the landlord refuses to accept payment, the tenant should be able to prove that s/he offered payment. Sending a money-order by receipt-return mail is a good way to prove payment was offered. If payment is offered and rejected in person, the tenant should have a witness along who will be available to testify in court that rent was offered. A spouse or roommate is not a witness because the unpaid rent is her/his responsibility too. An unrelated adult could be a witness, but certified mail is best.

If full payment is demanded and the tenant makes a partial payment, the landlord can still sue to evict the tenant for the balance due. If the landlord agrees to accept partial payment, the tenant would be wise to insist that the landlord sign a statement promising not to evict the tenant in exchange for receiving partial payment.

If the eviction is for some reason other than non-payment of rent, there may be no way to stop the landlord from proceeding with successful court action to evict, but it is always beneficial to see if the landlord will agree to settle the matter.

COURT ACTION: After the period of notice has passed, the landlord can file suit against the tenant. Usually the suit is for "possession" and some amount of money. If the landlord and tenant have signed a lease, the landlord might sue for past due rent and late charges plus the balance of rent that will become due. Court costs can be added and, depending on the lease, the landlord might sue for attorney's fees.

The tenant will be served with a SUMMONS to appear in court on a specific date at a specific time. It is important to show up at that time and date. If the tenant does not appear, s/he may lose by default. The tenant would be wise to be represented by an attorney.

AFTER COURT ACTION: If the landlord wins possession, the judge will order the tenant to move out by a certain date. Often, the date to move is the next day after the court date. Some people assume they have 30 more days to move, but that is not the law. If the tenant does not move, the landlord can ask the Sheriff to enforce the court order and the tenant's belongings can be removed from the premises.

IF YOU MOVE AFTER RECEIVING A NOTICE the landlord can still sue you for the rent owed and possibly for future rent. If you think the reason for the eviction is not justified, definitely consult with an attorney at law before you move out. Moving will not necessarily improve your situation. The most important point to remember about eviction is that YOU DO NOT HAVE TO MOVE OUT UNTIL A JUDGE ORDERS YOU TO MOVE.

ILLEGAL EVICTION

In some cases, the landlord never bothers to file suit, but instead attempts to use force or intimidation to get the tenant out. The landlord might change the locks on the door, disconnect utility service, remove doors and windows, or take the tenant's personal property. All of these measures are ILLEGAL. If you are a victim of illegal eviction, try:

1. Telling the landlord that his/her actions are not legal; in Urbana, you can sue the landlord for up to two months' rent for illegally evicting you.
2. Calling the Tenant Union -- we have some success with stopping illegal evictions;
3. Calling the police;
4. Consulting with an attorney.

Avoid any confrontation that will lead to violence. While being illegally forced out of your home can be traumatic, it's not worth personal injury or loss of your life to get back in. Most landlords who illegally evict are either ignorant about the law or trying to see how much they can get away with. Try to stay calm and get outside help if you need it. It might be helpful to show the landlord these sections of state law if you are trying to convince the landlord that his/her actions are unlawful.

FORCIBLE ENTRY PROHIBITED

Chapter 735, Illinois Compiled Statutes, Section 5/9-101 states:

No person shall make an entry into lands or tenements except in cases where entry is allowed by law, and in such cases he or she shall not enter with force, but in a peaceable manner.

SEIZURE OF PROPERTY

Chapter 735 of the Illinois Compiled Statutes, Section 5/9-301 allows for seizure of property only under certain circumstances. When rent is not paid after 5 days' notice the landlord may seize property if:

- The landlord immediately files suit against the tenant for the rent due
- The landlord files with the court an inventory of all property taken
- The property is not located in the City of Urbana
- The landlord does not take any property that is exempt from seizure as provided by Chapter 735, Section 5/12-1001 of the Illinois Compiled Statutes. Exempt property includes:

  Clothing, bible, school books and family pictures
  Professionally prescribed health aids
  $750 worth of professional books or tools
  $2,000 worth of personal property

If the landlord fails to comply with these requirements or takes property that is exempt, the seizure is unlawful.

PROHIBITION ON TERMINATION OF UTILITY SERVICE BY LANDLORD

Chapter 765 of the Illinois Compiled Statutes, Section 735/1.4 states:

No landlord shall cause or request utility service to tenants to be interrupted, discontinued, or terminated in an occupied building (i) by nonpayment of utility bills for which the landlord has assumed responsibility by agreement or by implication (such as when the utilities are master metered) or (ii) by tampering with equipment or lines.

MOBILE HOMES

Whether you rent or own a mobile home, you will be a tenant of the mobile home park. Before you purchase a mobile home, if you do not plan to move the home, review the lease and be sure that you have been approved to live in the park before you finalize the purchase. Moving a mobile home can easily cost more than $1,000.00.

The Mobile Home Landlord and Tenant Rights Act (Chapter 765 Illinois Compiled Statutes, Act 745) protects many rights of mobile home park tenants. If you live in a park that has 5 or more mobile homes, the law applies to you. Among its provisions are:

- **The park owner must offer you a written, 12-month lease.**

- Rent cannot be increased unless the park gives you notice 60 days in advance of the lease termination date. Rent cannot be raised during the lease.

- Late charges cannot be charged unless they are stated in the lease and the park gives you a minimum 5 day grace period after rent is due before imposing the charge.

- Your lease automatically renews for another year, every year, unless the park gives you written notice, 30 days in advance of the lease ending, of the reason for not renewing. Only GOOD CAUSE, such as non-payment of rent or violation of park rules can be used as a reason for refusing to renew your contract.

- You cannot be evicted from the park, except after judgment is entered against you in court for non-payment of rent, violation of law, or violation of park rules.

- Park rules are not enforceable unless:

  Copy of the rules was provided by the park at the time of signing the lease, or 30 days written notice of new rules was provided during the lease;

  The purpose of the rules is to promote the convenience, safety, and welfare of the tenants, preserve park property from damage, or to fairly distribute services;

  Rules apply to all tenants in a fair manner;

  Rules are clear enough to inform a tenant of what s/he must or must not do;

  Rules are not for the purpose of evading obligations of the park owner.

- Security deposits cannot exceed an amount equal to one month's rent. The park cannot charge for damage after the end of the lease unless it sends the tenant an itemized list of damages, with estimated costs of each item on the list, within 15 days after the lease ends. FAILURE BY THE TENANT TO OBJECT TO THESE CHARGES, IN WRITING, WITHIN 15 DAYS, MEANS THE TENANT AGREES TO THESE CHARGES. The park owner must pay 5% annual interest on any deposit held for more than 6 months.

- Upon sale of your mobile home to a qualified purchaser, the park owner/manager cannot require that the home be moved out of the park unless it is less than 12 feet wide or if it is in substantial disrepair and you failed to make repairs after written notice from the park. THE PARK CANNOT PROHIBIT YOU FROM SELLING YOUR HOME.

GETTING LEGAL HELP

This handbook is not designed to replace an attorney. The information provided here is to help you avoid problems. The Tenant Union can help you with many of the concerns that arise when you rent. However, our staff are not lawyers. If you need assistance with matters related to going to court, you should consult with an attorney.

FINDING A LAWYER

In the phone book's yellow pages, under "Attorneys," you will find listings of most local lawyers. If you are shopping for an attorney, you should call first and find out how much a consultation or representation will cost. DO NOT EXPECT AN ATTORNEY TO GIVE YOU ADVICE OVER THE PHONE. You can expect to get information about the cost of the service on the phone. Attorney fees range from $60 to $120 per hour. If you are looking for advice, try to get a half-hour appointment for a charge you can afford. Describe your problem as a "landlord-tenant" problem and tell the lawyer the name of your landlord when you make the appointment, just in case the landlord uses the same law firm you have called. Some lawyers will work out a payment plan with you if you will need more than a consultation.

STUDENT LEGAL SERVICE

Free legal help is provided to students enrolled at the University of Illinois who have paid the $5.00 S.O.R.F. fee and HAVE NOT OBTAINED A S.O.R.F. REFUND.

Student Legal Service, funded exclusively by S.O.R.F., contracts with three attorneys who work full-time providing legal advice and court representation for University of Illinois students. The attorneys cannot represent you in a dispute with another student or in action against the University. They can help with almost all landlord-tenant matters.

To make an appointment, you need to appear in person at their office, with your student I.D. to prove you are a student and have not obtained the S.O.R. F. refund. The office is located in **Room 324 Illini Union,** and is open from 8:30 - noon and from 1:00 - 4:30, Monday - Friday. The office will not make appointments or give advice over the phone.

LAND OF LINCOLN LEGAL ASSISTANCE

Land of Lincoln Legal Assistance Foundation is the local office of a federally funded program to provide legal assistance to low income individuals and families. They handle problems people face as consumers, tenants, and public aid recipients.

Eligibility for help from Land of Lincoln will depend on your family income and the nature of your problem. No fee is charged for services if you meet the eligibility requirements. Court costs, when relevant, are the only charges. If your problem involves public housing or an eviction, and you are income-eligible, Land of Lincoln would be a good place to call. The phone number is 356-1351.

IMPORTANT PHONE NUMBERS

Attorney General's Consumer Protection Office..... 333-7691

Battered Women's Hotline (A Woman's Place)..... 384-4390

Building Inspectors: Champaign..... 351-4427

Urbana..... 384-2436

Savoy.....359-5894

Champaign County Housing Authority..... 355-9771

Discrimination Complaints: Champaign Community Relations 351-4455

Urbana Human Rights Officer..... 384-2466

Illinois Department of Human Rights..... 1-785-5100

H.U.D. Office in Chicago..... 1-312-353-7776

Land of Lincoln Legal Assistance (Legal Aid).....356-1351

Rape Crisis Hotline.....384-4444

Student Legal Services at the University of Illinois..... 333-9053

TENANT UNION: UNIVERSITY OF ILLINOIS OFFICE.....333-0112

COMMUNITY OFFICE..... 352-6220

University of Illinois Housing Information Office.....333-1420

Utility Companies: Illinois Bell Telephone Company..... 1-800-244-4444

Illinois Power Company (gas & electricity)..... 1-800-755-5000

Gas Leaks - call 24 hours 1-800-755-6000

Northern Illinois Water Corporation 352-1420

YOUR LANDLORD:_____

Address:_____

Day Phone:_____

ALWAYS GET IT IN WRITING!

UNIVERSITY OF ILLINOIS-URBANA
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